

Pope

Return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Building B
Sarasota, FL 34237
(941) 366-9191 Telephone

ASSIGNMENT AND ASSUMPTION OF PROPERTY LEASE

THIS ASSIGNMENT AND ASSUMPTION OF PROPERTY LEASE (the "Assignment") is effective as of ^{5th} day of October, 2022 ("Effective Date") by and among GULF HARBOR LANDINGS, LLC, a Florida Limited Liability Company ("Assignor") and GULF HARBOR MARINA CONDOMINIUM ASSOCIATION, INC., a Florida Not For Profit Corporation ("Assignee").

WITNESSETH:

A. Assignor is the Landlord under that certain Property Lease ("Property Lease"), dated June 1, 2018, which is attached hereto as Exhibit "A" relating to the leasing of Lots 1 and 2, Block A, Overlook Subdivision, located at Lindis Lane, Nokomis, FL 34275; and

B. Assignor desires to assign, transfer, and convey all of Assignor's rights, title, and interest to the Property Lease to the Assignee, and Assignee desires to accept said assignment and assume the obligations of the Assignor under the Property Lease as of the Effective Date.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, title, and interest to and under the Property Lease. There is no security deposit paid by the Tenant or required to be paid by Tenant pursuant to the Lease.
3. **Acceptance of Assignment; Indemnity.** Assignee hereby accepts the foregoing assignment, transfer, and conveyance of the Property Lease and assumes and agrees to perform all of the covenants and obligations to be kept and performed by Assignor under the Property Lease accruing on and after the date of this Assignment. Assignee hereby indemnifies Assignor and agrees to defend and hold Assignor harmless from all losses, expenses, claims, liabilities, and costs, including, without limitation reasonable attorneys' fees, now or hereafter incurred by Assignor by reason of Assignee's breach of, or default under, the Property Lease arising or accruing on or after the Effective Date of this Assignment.
4. **Miscellaneous.** This Assignment shall be binding upon Assignor and Assignee and their respective successors and assigns. This Assignment will be governed by and construed in accordance with Florida law and constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event that any action or proceeding is brought to enforce any terms, covenant, or condition of this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the court in such action or proceeding. This Assignment may be executed in counterparts all of which together shall be deemed to be one document.

[Signature Lines Begin on Following Page]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF PROPERTY LEASE]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign: _____

Print Name: LEE CHIRI

Sign: _____

Print Name: _____

ASSIGNOR:

GULF HARBOR LANDINGS, LLC
a Florida limited liability company

By: Michele Chira

Print: MICHELE CHIRA as its Manager

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of October, 2022 by Michele Chira as Manager of GULF HARBOR LANDINGS, LLC, a Florida limited liability corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My commission expires: 9/21/23

Mildred Mercad
Notary Public
Print Name Mildred Mercad



Signed, sealed and delivered
in the presence of:

ASSIGNEE:

**GULF HARBOR MARINA CONDOMINIUM
ASSOCIATION, INC.**
a Florida Not for Profit Corporation

Sign: *Michael H. Seitese*

Print Name: Michael H. Seitese

Sign: *Clark Babler*

Print Name: Clark Babler

By: *Mike Burke*
Mike Burke, President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of March, 2022 by Mike Burke as President of **GULF HARBOR MARINA CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced Personally Known as identification.

My commission expires:

Wanda Flores Skaggs

Notary Public

Print Name Wanda Flores Skaggs

